

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, June 26, 1996

EXHIBIT/APPL. NO. 12/34/0101 Tullake Basin Joint Unified School District - Modoc County

PURPOSE OF REPORT

To request authorization to relocate one relocatable child care building to the Tullake Basin Elementary School site.

DESCRIPTION

The Tullake Basin Joint Unified School District has requested installation of one relocatable child care building available as a result of termination of the contract with the Foundation Center for Phenomenological Research Inc. The California Department of Education has approved a new contract for child care development services to the Tullake Basin Joint Unified School District.

This building is presently located at the Newell Labor Camp in Newell California. It must be disconnected at its present site and the three sections relocated and installed at the new Tullake Basin Elementary School site. The necessary site work includes grading, compaction, electrical work, plumbing work, concrete flatwork and fencing.

STAFF COMMENTS

The normal process for relocating these buildings involves the use of the State of California's Architect of Record (AOR) for the child care program and the separate bidding by the Office of Public School Construction of the site work, utilities, general site and the relocation of the building.

At present, the State Allocation Board has no AOR for the Child Care Program and hiring of an AOR and preparation of bid documents will take approximately four months. To expedite the relocation of this building, staff proposes that an allowance, based on historical relocation costs, be granted to the applicant district to provide the cost of all necessary site work, relocation and related fees including the cost of an experienced architect to make the building fully approved by the Division of State Architect.

This proposal will reduce staff workload and administrative cost.

ALLOWANCE FOR THE PROJECT

Transportation and complete set-up	\$ 10,000
Completion of all site work	37,000
Cost of all permits and utility connection fees	3,600
Architectural	7,000
DSA/ACU plan check fees	800
Inspection fees	<u>1,600</u>
TOTAL ALLOWANCE	\$ <u>60,000</u>

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TERMS OF LEASE

One relocatable child care building on an annual renewable basis, at the rate of \$1.00 per year.

LEGAL OPINION

Staff's legal counsel states that the action suggested can be accommodated within the existing statute [Education Code Section 8277.7].

INSURANCE REQUIREMENTS

The District shall require that all contractors involved in the relocation of the child care building maintain general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage combined. The contractor shall submit to the District a certificate of insurance evidencing the required coverage for the term of the contract. The certificate of insurance shall indicate that the District, its officers, agents and employees are included as an additional insured under the contractors policy but only insofar as the operations under their contract with the District is concerned. The certificate of insurance will not cancel the insured coverage without 30 days prior written notice to the District.

To meet these insurance requirements the District shall put the following provision in the contracts relative to the relocation of the child care building:

1. Contractor shall furnish to the District a certificate of insurance stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
2. Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance expires at any time during the contract the contractor agrees to provide at least 30 days prior to said expiration on date a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the terms of the contract, or for a period not less than 1 year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, the District may, in addition to any other remedies it may have, terminate this agreement.

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RECOMMENDATIONS

1. Approve the Tulalake Basin Joint Unified School District's request to lease one relocatable child care building.
2. Authorize an apportionment of \$60,000 to the Tulalake Basin Joint Unified School District from the Child Care Capital Outlay Fund, Chapter 1440. The entire \$60,000 must be used for the relocation and installation of the relocatable child care building, as well as improvements to the building.
3. The District is to ensure that insurance requirements described herein are met.
4. Any cost for relocation that exceeds \$60,000 must be funded by the District.
5. The State may consider funding other modifications to the building if required by other state agencies.
6. Provide that all subsequent requests of this type for relocation may be presented as consent items for SAB approval.

Funding Source: Credit \$60,000 from the Child Care Capital Outlay Fund, Chapter 1440

BOARD ACTION

In considering this Item, the Board adopted staff recommendations with the exception of Recommendation No. 6.